

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Village Green Homeowners Association

(b) County of Residence of First Listed Plaintiff Nevada

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Christensen Law Offices, 1000 S. Valley View Blvd., Las Vegas,
NV. (702) 870-0155

DEFENDANTS

CIVIL SERVICE EMPLOYEES INSURANCE COMPANY;
CSE SAFEGUARD INSURANCE COMPANY CSECounty of Residence of First Listed Defendant California

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

Atkin Winner & Sherrod, Trevor L. Atkin. 1117 S. Rancho Dr.,
Las Vegas, NV 89102. (702) 243-7000

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1382 and 28 U.S.C. 1441

Brief description of cause:
Breach of Contract/Bad Faith

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

EXCESS OF \$50,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

NOVEMBER 17, 2009

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

TREVOR L. ATKIN
Nevada Bar No. 3133
ATKIN WINNER & SHERROD
1117 South Rancho Drive
Las Vegas, Nevada 89102
Phone (702) 243-7000
Facsimile (702) 243-7059
*Attorneys for Defendants Civil Service
Employees Insurance Group; Civil Service
Employees Safeguard Insurance Company;
and CSE Insurance Group*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

VILLAGE GREEN HOMEOWNERS
ASSOCIATION

Plaintiff,

vs.

CIVIL SERVICE EMPLOYEES
INSURANCE COMPANY; CSE
SAFEGUARD INSURANCE COMPANY
CSE INSURANCE GROUP; a/k/a CSE
WESTERN RISK COMPANY;
FRANCINE STOCKING and DOES I-V,
and ROE CORPORATIONS, I-V, inclusive,

Defendants.

CASE NO.:
DEPT. NO.:

**PETITION FOR REMOVAL TO
FEDERAL COURT**

Defendants, CIVIL SERVICE EMPLOYEES INSURANCE COMPANY, CIVIL
SERVICE EMPLOYEES SAFEGUARD INSURANCE COMPANY, (*Improperly designated
herein as "CSE SAFEGUARD INSURANCE COMPANY"*), and CSE INSURANCE GROUP,
(*Improperly designated herein as "CSE INSURANCE GROUP; a/k/a, CSE WESTERN RISK
COMPANY"*) by and through their attorneys, ATKIN WINNER & SHERROD, do hereby
provide notice of the removal of the above-entitled action to the United States District Court,
District of Nevada and further state in support of removal to this Court's jurisdiction as follows:

1. Civil Service Employees Insurance Company, Civil Service Employees Safeguard
Insurance Company and CSE Insurance Group are named Defendants in the above-entitled
action.

ATKIN WINNER & SHERROD
ATTORNEYS AT LAW
1117 SOUTH RANCHO DRIVE
LAS VEGAS, NEVADA 89102
PHONE (702) 243-7000 FACSIMILE (702) 243-7059

2. The above-entitled action was commenced against Defendants on October 8, 2009 in the District Court, Clark County, Nevada, and is now pending in such Court as Case No. A601206.

3. Defendants are informed and believe that the Summons and Complaint have yet to be properly served upon them as of November 17, 2009.

4. The above captioned action is an action for damages wherein Defendants are informed and believe and thereon assert that the amount in controversy exceeds the sum of \$75,000.00. In support of the claim that the amount in controversy exceeds \$75,000.00, Defendants state as follows:

Plaintiff's Complaint asserts causes of action for breach of contract, breach of the covenant of good faith and fair dealing (bad faith), and unfair claims practices. Further, Plaintiff's Complaint seeks to recover compensatory or expectation damages, consequential damages, emotional distress, attorney's fees, and punitive damages.

Plaintiff alleges that there was in force and effect a policy of insurance from December 2005 through the present which provided certain benefits to it, including coverage for water damage and leakage. Further, that said policy was sold by Defendants WESTERN RISK and FRANCINE STOCKING. Plaintiff goes on to allege that it presented a claim upon "CSE" for compensation under the terms of the policy due to a sprinkler water leak and that "CSE" has improperly and in bad faith denied the claim. Defendants believe that there exists no coverage for the claim presented by Plaintiff.

Plaintiff seeks not only contractual benefits, but has also asserted causes of action for emotional distress and other incidental damages, as well as punitive damages. Punitive damages against an insurance company are unlimited when imposed for bad faith. NRS 42.005(2)(b).

Based upon the foregoing, Defendants are informed and believe that Plaintiff is seeking recovery of damages, which if proven, would be in excess of \$75,000.00.

5. Plaintiff alleges that at all relevant times it is and was a homeowner's association with its principle place of business in the County of Clark, State of Nevada.

6. Defendant Civil Service Employees Insurance Company is incorporated in the State of California and maintains its principal place of business outside the State of Nevada.

7. Defendant Civil Service Employees Safeguard Insurance Company is incorporated in the State of California and maintains its principal place of business outside the State of Nevada.

8. Defendant CSE Insurance Group is incorporated in the State of California and maintains its principal place of business outside the State of Nevada.

9. Defendants are informed and believe and thereon allege that Defendant Western Risk Company is a Nevada Corporation licensed to transact business in the State of Nevada.

10. Defendants are informed and believe and thereon allege that Defendant Francine Stocking, a/k/a, Francie Stocking, is a resident of the State of Nevada.

11. Defendants are informed and believe and thereon allege that Defendants Western Risk Company and Francine Stocking are improperly named as defendants in the instant action for the sole and limited purpose of improperly defeating diversity jurisdiction and that counsel for Western Risk Company and Francine Stocking, Jeffrey D. Olster, Esq., will be filing a motion to dismiss them from the instant action.

12. There is diversity of citizenship between Plaintiff and Defendants Civil Service Employees Insurance Company, Civil Service Employees Safeguard Insurance Company, and CSE Insurance Group and this Court has jurisdiction over the above-entitled action pursuant to 28 U.S.C. §13832 and 28 U.S.C. §1441.

8. A copy of the Complaint is attached hereto as Exhibit A.

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1 WHEREFORE, Defendants, Civil Service Employees Insurance Company, Civil Service
2 Employees Safeguard Insurance Company and CSE Insurance Group request that the above-
3 captioned action be removed from District Court, Clark County, Nevada, to this Court.

4 DATED this 18th day of November, 2009.

6 ATKIN WINNER & SHERROD

8 /s/ Trevor L. Atkin

9 Trevor L. Atkin

10 Nevada Bar No. 3133

11 1117 South Rancho Drive

12 Las Vegas, Nevada 89102

13 *Attorneys for Defendants Civil Service*

14 *Employees Insurance Group; Civil Service*

15 *Employees Safeguard Insurance Company;*

16 *and CSE Insurance Group*

ATKIN WINNER & SHERROD

ATTORNEYS AT LAW

1117 SOUTH RANCHO DRIVE

LAS VEGAS, NEVADA 89102

PHONE (702) 243-7000 FACSIMILE (702) 243-7059

EXHIBIT A

22

1 COM
2 THOMAS CHRISTENSEN, ESQ.,
3 Nevada Bar No. 2326
4 DAVID F. SAMPSON, ESQ.
5 Nevada Bar No. 6811
6 CHRISTENSEN LAW OFFICES, LLC
7 1000 S. Valley View Blvd.
8 Las Vegas, Nevada 89109
9 Attorneys for Plaintiffs

FILED

OCT - 8 2009

John J. Williams
CLERK OF COURT

270

DISTRICT COURT

CLARK COUNTY, NEVADA

10 VILLAGE GREEN HOMEOWNERS)
11 ASSOCIATION)
12 Plaintiffs,)
13 vs.)
14 CIVIL SERVICE EMPLOYEES)
15 INSURANCE COMPANY; CSE)
16 SAFEGUARD INSURANCE COMPANY)
17 CSE INSURANCE GROUP; a/k/a CSE)
18 WESTERN RISK COMPANY; FRANCINE)
19 STOCKING and DOES I-V, and ROE)
20 CORPORATIONS, I-V, inclusive,)
21 Defendants.)

Case No.

Dept..No.

A-09-601206-C
X

A-09-601206-C
447934



COMPLAINT

22 COME NOW the Plaintiff, VILLAGE GREEN HOMEOWNER'S ASSOCIATION
23 ("VILLAGE GREEN"), by and through their attorneys THOMAS CHRISTENSEN, ESQ.,
24 of the law firm of CHRISTENSEN LAW OFFICES, LLC., and for Plaintiff's Complaint
25 against the Defendants, and each of them, allege as follows:

CLERK OF THE COURT

OCT 08 2009

RECEIVED

1 1. That Plaintiff, VILLAGE GREEN, was at all times relevant to this action a
2 homeowner's association with its principle place of business in the County of Clark, State
3 of Nevada.

4
5 2. That Defendant, Civil Service Employees Insurance Company ("CSE"), upon
6 information and belief, was at all times relevant to this action a corporation doing business
7 in the State of Nevada.

8 3. That Defendant, CSE Insurance Group, upon information and belief, was at all
9 times relevant to this action a corporation doing business in the State of Nevada.

10
11 4. That Defendant, CSE Safeguard Insurance Company, upon information and belief,
12 was at all times relevant to this action a corporation doing business in the State of Nevada.

13 5. That Defendant, Western Risk Company ("Western"), upon information and belief,
14 was at all times relevant to this action a corporation doing business in the State of Nevada.

15
16 6. That Defendant FRANCINE STOCKING, upon information and belief, was at all
17 times relevant to this action a resident of the State of Nevada.

18 7. That the true names and capacities, whether individual, corporate, partnership,
19 associate or otherwise, of Defendants, DOES I through V and ROE CORPORATIONS I
20 through V, are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious
21 names. Plaintiffs are informed and believe and thereon allege that each of the Defendants
22 designated herein as DOE or ROE CORPORATION is responsible in some manner for the
23 events and happenings referred to and caused damages proximately to Plaintiffs as herein
24 alleged, and that Plaintiffs will ask leave of this Court to amend this Complaint to insert the
25 true names and capacities of DOES I through V and ROE CORPORATIONS I through V,
26 when the same have been ascertained, and to join such Defendants in this action.
27
28

1 8. That VILLAGE GREEN had in effect from December 2005 through the present, a
2 policy of insurance with Defendants, CSE ("the Policy"); that the Policy provides certain
3 benefits to VILLAGE GREEN, and its occupants as specified in the Policy; and the Policy
4 included coverage for water damage and leakage.
5

6 9. That WESTERN RISK, through its agent and representative, FRANCINE
7 STOCKING, sold the Policy to VILLAGE GREEN and that at the time the said
8 Defendants sold the Policy to VILLAGE GREEN WESTERN RISK and FRANCINE
9 STOCKING knew or should have known VILLAGE GREEN would not honor the Policy
10 in the event a claim was ever made.
11

12 10. WESERN RISK and FRANCINE STOCKING acted in concert with CSE to commit
13 the acts alleged herein and that WESTERN RISK and FRANCINE STOCKING took the
14 actions alleged herein by any or all of the Defendants in this action.
15

16 11. That from December 2005 through September 2007 VILLAGE GREEN noticed a
17 rise in water use on its water bill and took steps to investigate the source of the increase in
18 the water bill. That after extensive efforts to uncover the cause of the increasing water bill,
19 VILLAGE GREEN ultimately in September 2007 discovered that the cause of the increase
20 was a water leak in its sprinkler system.
21

22 12. That VILLAGE GREEN, made a claim to CSE for compensation under the terms of
23 the Policy due to the sprinkler water leak.

24 13. That CSE has denied VILLAGE GREEN's insurance claim on the basis that the
25 Policy contains an exclusion under Part I(C)(1)(a)(14) for "seepage or leakage, meaning
26 continuous or repeated seepage or leakage or water that occurs over a period of 14 days or
27 more." That the Part I(C)(1)(a)(14) of the Policy upon which CSE is basing its denial is
28

1 not a part of the Policy as the Policy contains an addendum entitled "Special Provisions-
2 Nevada" which specifically states that under Part I(C)(1)(a)(14), the language "is deleted in
3 its entirety and replaced by the following: (14) Seepage or leakage, meaning repeated
4 seepage or leakage of water or steam whether continuous or intermittent from any: (a)
5 heating, air conditioning or refrigeration system; (b) domestic appliance; or (c) plumbing
6 system, including from or around any shower stall or other shower bath, bathtub or other
7 plumbing fixture."
8

9
10 14. That the leak at VILLAGE GREEN resulted from the sprinkler system and not from
11 any heating, air conditioning or refrigeration system, domestic appliance, or plumbing
12 system, including from or around any shower stall or other shower bath, bathtub or other
13 plumbing fixture.

14
15 15. That the Policy specifically states "But if loss or damage by fire, explosion or
16 sprinkler leakage results, we will pay for that resulting loss or damage."

17 16. That VILLAGE GREEN has duly performed all the conditions, provisions and
18 terms of the Policy relating to the loss sustained; that Plaintiff, has furnished and delivered
19 to the Defendant full and complete particulars of said loss and have fully complied with all
20 of the provisions of the Policy relating to the giving of notice of said loss, and have duly
21 given all other notices required to be given by the Plaintiff under the terms of the Policy.
22

23 17. That Plaintiff cooperated with CSE in their investigation including but not limited
24 to providing CSE with any and all information within Plaintiff's possession and doing
25 everything requested by CSE.

26
27 18. That the Plaintiff is legally entitled to recover damages under the Policy in an amount
28 in excess of \$50,000.00, plus all applicable interest.

1 19. Plaintiff has not received payments under the policy for the sprinkler leakage loss
2 from CSE.

3 20. The failure of CSE to pay the proper compensation under the claim has caused
4 additional expense and aggravation to Plaintiff.
5

6 21. That CSE accepted VILLAGE GREEN's premium payments under the Policy and
7 never alleged the Policy was not valid.

8 22. That Defendants, and each of them, are in breach of contract by their actions which
9 include, but are not limited to:
10

11 a. Wrongfully failing to pay under the Policy;

12 b. Not dutifully and timely completing its investigation of the claim; and

13 c. Improperly denying the claim by relying on portions of the policy which
14 were specifically deleted and replaced under the addendum.
15

16 23. As a proximate result of the aforementioned breach of contract, Plaintiff has
17 suffered and will continue to suffer in the future, damages in an amount in excess of
18 \$50,000.00.

19 24. As a further proximate result of the aforementioned breach of contract, Plaintiff and
20 their homeowners have suffered anxiety, worry, mental and emotional distress, and other
21 incidental damages and out of pocket expenses, all to their general damage in excess of
22 \$50,000.00.
23

24 25. That Defendant owed to Plaintiff a duty of good faith and fair dealing implied in
25 every contract.

26 26. That Defendant was unreasonable by delaying payment under the Policy, refusing
27 to complete its investigation in a timely manner and pay under the Policy.
28

1 27. That as a proximate result of the aforementioned breach of the implied covenant of
2 good faith and fair dealing, Plaintiff has suffered and will continue to suffer in the future,
3 damages in an amount exceeding \$10,000.00 plus interest.
4

5 28. That as a further proximate result of the aforementioned breach of the implied
6 covenant of good faith and fair dealing, Plaintiff and their homeowners have suffered
7 anxiety, worry, mental and emotional distress, and other incidental damages and out of
8 pocket expenses, all to their general damage in excess of \$10,000.00.
9

10 29. That Defendant's conduct alleged herein was oppressive and malicious in that
11 Defendant's wrongfully prevented Plaintiff from obtaining the benefit of the Policy. All of
12 this was done in conscious disregard of Plaintiff's rights and therefore Plaintiff is entitled to
13 punitive damages in an amount in excess of \$10,000.00.
14

15 30. That as a further proximate result of the aforementioned breach of the implied
16 covenant of good faith and fair dealing, Plaintiff was compelled to retain legal counsel to
17 prosecute this claim, and Defendant, and each of them, are liable for their attorney's fees
18 reasonably and necessarily incurred in connection therewith.
19

20 31. That Defendants, and each of them, acted unreasonably and with knowledge that
21 there was no reasonable basis for its conduct, in its actions which include but are not
22 limited to: delaying payment under the Policy, refusing to complete its investigation in a
23 timely manner and pay under the Policy.
24

25 32. That as a proximate result of the aforementioned bad faith, Plaintiff has suffered
26 and will continue to suffer in the future, damages in an amount in excess of \$10,000 plus
27 interest.
28

1 33. That as a further proximate result of the aforementioned bad faith, Plaintiff and
2 their homeowners have suffered anxiety, worry, mental and emotional distress, and other
3 incidental damages and out of pocket expenses, all to their general damage in excess of
4 \$10,000.00.
5

6 34. That Defendants conduct and bad faith alleged herein was oppressive and malicious
7 in that Defendants wrongfully prevented Plaintiff from obtaining the benefit of the Policy.
8 All of this was done in conscious disregard of Plaintiff's rights and therefore Plaintiff is
9 entitled to punitive damages in an amount in excess of \$10,000.00.
10

11 35. That as a further proximate result of the aforementioned bad faith, Plaintiff was
12 compelled to retain legal counsel to prosecute this claim, and Defendants, and each of
13 them, are liable for their attorney's fees reasonably and necessarily incurred in connection
14 therewith.
15

16 36. That Defendants, and each of them, violated NRS 686A.310 by their actions,
17 including but not limited to: delaying payment under the Policy, refusing to complete its
18 investigation in a timely manner and pay under Policies, and denying the claim based on
19 language that had been specifically omitted from the Policy.
20

21 37. That as a proximate result of the aforementioned violation of NRS 686A.310,
22 Plaintiff has suffered and will continue to suffer in the future, damages in an amount in
23 excess of \$10,000 plus interest.

24 38. That as a further proximate result of the aforementioned violation of NRS
25 686A.310, Plaintiff and their homeowners have suffered anxiety, worry, mental and
26 emotional distress, and other incidental damages and out of pocket expenses, all to their
27 general damage in excess of \$10,000.00.
28

1 39. That Defendants conduct alleged herein was oppressive and malicious in that
2 Defendants wrongfully prevented Plaintiff from obtaining the benefit of the Policy. All of
3 this was done in conscious disregard of Plaintiff's rights and therefore Plaintiffs are entitled
4 to punitive damages in an amount in excess of \$10,000.00.
5

6 40. That as a further proximate result of the aforementioned violation of NRS
7 686A.310, Plaintiff was compelled to retain legal counsel to prosecute this claim, and
8 Defendants, and each of them, are liable for their attorney's fees reasonably and necessarily
9 incurred in connection therewith.
10

11 41. That Defendants, and each of them, violated NAC 686A.670 by their actions,
12 including but not limited to: delaying payment under the Policy, refusing to complete its
13 investigation in a timely manner and pay under Policies, and denying the claim based on
14 language that had been specifically omitted from the Policy.
15

16 42. That as a proximate result of the aforementioned violation of 686A.670, Plaintiff
17 has suffered and will continue to suffer in the future, damages in an amount in excess of
18 \$10,000 plus interest.

19 43. That as a further proximate result of the aforementioned violation of 686A.670,
20 Plaintiff and their homeowners have suffered anxiety, worry, mental and emotional
21 distress, and other incidental damages and out of pocket expenses, all to their general
22 damage in excess of \$10,000.
23

24 44. That Defendants conduct alleged herein was oppressive and malicious in that
25 Defendants wrongfully prevented Plaintiff from obtaining the benefit of the Policy. All of
26 this was done in conscious disregard of Plaintiff's rights and therefore Plaintiffs are entitled
27 to punitive damages in an amount in excess of \$10,000.
28

1 45. That as a further proximate result of the aforementioned violation of 686A.670,
2 Plaintiffs were compelled to retain legal counsel to prosecute this claim, and Defendants,
3 and each of them, are liable for their attorney's fees reasonably and necessarily incurred in
4 connection therewith.
5

6 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them,
7 as follows:

- 8 1. Special Damages as proven in excess of \$10,000.00;
- 9 2. General damages for mental and emotional distress and other incidental damages in
10 an amount in excess of \$10,000.00;
- 11 3. Punitive damages in an amount in excess of \$10,000.00;
- 12 4. Attorney's fees and costs of suit incurred herein; and
- 13 5. For such other and further relief as this Court deems just and proper.

14 DATED this 21st day of September, 2009.
15
16
17

18 CHRISTENSEN LAW OFFICES, LLC
19

20 By: 

21 Thomas Christensen, Esq.,
22 Nevada Bar No. 2326
23 David F. Sampson, Esq.
24 Nevada Bar No. 6811
25 1000 S. Valley View Blvd.
26 Las Vegas, Nevada 89107
27 Attorneys for Plaintiff
28